

Memorandum



Date: November 8, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ratification of Cooperative Agreement with Miami-Dade County Public School
Board for Project VICTORY

Agenda Item No. 8(A)(6)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the actions of the County Mayor or designee in authorizing and executing a Cooperative Agreement with the Miami-Dade County Public School (M-DCPS) system for Project VICTORY, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities. The resolution further authorizes the Mayor or his designee to exercise the renewal and cancellation provisions.

SCOPE

Miami International Airport (MIA), the host site for Project VICTORY, is located primarily within Commissioner Rebeca Sosa's District 6.

FISCAL IMPACT/FUNDING SOURCE

There is negligible fiscal impact to the County resulting from this agreement. All financial responsibilities pertaining to Project VICTORY will be incurred by M-DCPS. Additionally, M-DCPS will provide supplies and materials for the program with the exception of computers, telecommunications equipment, internet access, tables, chairs and desks. The equipment is already maintained by Miami-Dade Aviation Department (MDAD) staff.

TRACK RECORD/MONITOR

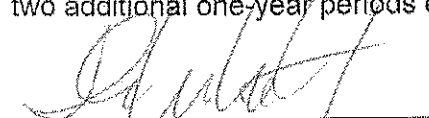
The agreement will be monitored by Bobbie Jones-Wilfork, MDAD Assistant Aviation Director for Administration.

BACKGROUND

Project VICTORY provides students with disabilities between the ages of 18 and 22 with appropriate educational and vocational experiences in a work setting. The program, anticipated to include from five to 15 participants, will teach students job skills and provide experience in a variety of work sites which may lead to employment. Individualized job development and placement will be based on each student's experience, strengths and skills. Students will be provided support with accommodations, adaptations, and on-the-job coaching. MIA as host site for the program will also be a potential future employment site for Project VICTORY participants. However, there is absolutely no promise or guarantee of a job after the student completes Project VICTORY.

M-DCPS will provide the Special Education teacher and a paraprofessional through its Special Education and Psychological Services office as well as the names of students who will participate in the program. MDAD employees will mentor the students through "on the job" training in tasks deemed appropriate for students skill levels while the M-DCPS teacher will complement that training by working with each student on specific job skills identified as needing improvement.

The term of this agreement is August 2, 2012, through June 30, 2015 (M-DCPS calendar year start and finish date). Upon expiration, the agreement may be extended by mutual consent of the parties for two additional one-year periods ending July 21, 2017.


Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(A)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(A)(6)

Veto _____

11-8-12

Override _____

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTIONS OF COUNTY MAYOR OR DESIGNEE TAKEN PURSUANT TO SECTION 2-9 OF THE MIAMI-DADE COUNTY CODE, IN AUTHORIZING AND EXECUTING A COOPERATIVE AGREEMENT WITH MIAMI-DADE COUNTY, THROUGH ITS MIAMI-DADE AVIATION DEPARTMENT AND MIAMI-DADE COUNTY PUBLIC SCHOOLS, TO PROVIDE MIAMI-DADE COUNTY PUBLIC SCHOOL STUDENTS WITH DISABILITIES WITH AN APPROPRIATE EMPLOYABILITY SKILLS TRAINING LABORATORY PROGRAM AT MIAMI INTERNATIONAL AIRPORT TO REINFORCE ACQUISITION OF EMPLOYABILITY SKILLS; AND AUTHORIZING EXERCISE OF THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves, ratifies and confirms the actions of the County Mayor or Designee taken pursuant to Section 2-9 of the Miami-Dade County Code in: (i) authorizing the cooperative agreement between Miami-Dade County, through its Miami-Dade Aviation Department and the Miami-Dade County Public Schools to provide Miami-Dade County Public School students with disabilities with an appropriate employability skills training laboratory program at Miami International Airport to reinforce acquisition of employability skills; (ii) executing same for and on behalf of Miami-Dade County, in substantially the form attached hereto; and (iii) authorizing the exercise of the renewal and cancellation provision contained therein after approval by the County Attorney's Office.

The forgoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

COOPERATIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Cooperative Agreement, hereinafter referred to as Agreement, entered into this 2nd day of August, 2012 by and between the Miami-Dade County, through its Miami-Dade Aviation Department, hereinafter referred to as MDAD and The School Board of Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), collectively hereinafter referred to as (Parties).

WHEREAS, MDAD operates the MIAMI INTERNATIONAL AIRPORT, hereinafter referred to as MIA; and

WHEREAS, M-DCPS and MDAD want to provide M-DCPS students with disabilities with an appropriate employability skills training laboratory program at MIA to reinforce acquisition of employability skills; and

WHEREAS, this Agreement provides for compliance with federal, state and local laws and regulations applying to the provision of educational programs and related services for students with disabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. MDAD will provide M-DCPS with a current set of rules, regulations, and policies that directly affect the students placed at the job site. M-DCPS shall acquaint the students with the rules, regulations, and policies, and M-DCPS personnel shall hold said students responsible for complying with all rules, regulations and policies set forth by MDAD.
2. MDAD reserves the right to refuse its facilities and services to any student or M-DCPS Employee who does not meet professional or other requirements of MDAD.
3. M-DCPS and MDAD agree to comply with Title VI of the Civil Rights Act of 1964, Title

VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any student because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

4. The instructional schedule for the students while on-site at MIA shall be planned jointly by the M-DCPS teacher and the designated representative(s) of MDAD. Any changes in the instructional schedule must be approved by both parties prior to implementation of a new schedule.
5. The responsibility of the M-DCPS teacher while at MIA, with regard to the supervision and instruction of the students, may include as appropriate to the specific program:
 - a. Direct instruction and supervision of the students according to the training plan developed for each student in conjunction with representative(s) of MDAD;
 - b. Periodic evaluation of each student in conjunction with MDAD representative(s) as to the student's ability to acquire specific job skills and eventual independence in The Diversified Cooperative Training for the Handicapped (DCT-H) Program, or employment;
 - c. Providing to MDAD, on a periodic basis, the proposed schedule for job related employability skills activities; and
 - d. Availability for scheduled and unscheduled conferences at reasonable times with MDAD representative(s) who are directly or indirectly involved with the program.
6. M-DCPS will provide on-site visitations for program support and monitoring by personnel from its Division of Special Education.
7. M-DCPS on its part agrees further:
 - a. To provide transportation for the students enrolled in the program to and from MIA;
 - b. To arrange any meetings with school, regional center, or district-based personnel, as deemed necessary to the functioning of the program;

- c. To provide on-site supervision of students at all times; and
 - d. To provide methods of student evaluation and to assume responsibility for the final grades of the students.
 - e. To return all MDAD property, including keys, parking permits and identification cards issued to all M-DCPS employees upon termination of this Agreement.
 - f. To subject M-DCPS employees involved to applicable county rules and regulations that are not in conflict with School Board.
8. MDAD on its part agrees further:
- a. To provide for the coordination and placement of up to, but no more than ten students into various employability skills activities within MIA; and
 - b. To provide assistance to the M-DCPS teacher through the MIA personnel manager in the training and evaluation of up to, but no more than 10 students during one program session.
 - c. To provide M-DCPS with a copy of its emergency response plan to be implemented in the event of a natural disaster or loss of power in order to ensure the continuation of educational services to M-DCPS students. All MIA contact numbers should be provided to M-DCPS at the beginning of each school year and updated as needed throughout this Cooperative Agreement.
 - d. To provide work space, and access to telephone, fax, photocopy equipment, computer and email access to M-DCPS staff (classroom instructor and job coach).
 - e. To provide badges and parking access for MDCPS staff at no cost to M-DCPS staff.
9. M-DCPS and MDAD agree that the students covered by the terms of this AGREEMENT are not MDAD employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
- a. The training, even though it includes actual operation of the facilities of MDAD, is similar to that which would be given in a vocational school;
 - b. The training is for the benefit of the trainee-students;
 - c. The trainee-students do not displace regular employees, but work under their

close observation;

- d. MDAD, in providing the site for the program, derives no immediate advantage from the activities of the trainee-students; and on occasion, its operations may actually be impeded;
 - e. The trainee-students are not entitled to jobs at MIA at the conclusion of the training period; and
 - f. The students are not entitled to wages for the time spent in training in the program.
10. a. M-DCPS shall indemnify and hold harmless MDAD and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which MDAD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the M-DCPS or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of MDAD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, the indemnification referred to in this paragraph shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the M-DCPS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by M-DCPS arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the M-DCPS.
- b. MDAD shall indemnify and hold harmless M-DCPS and its officers, employees,

agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which M-DCPS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by MDAD or its employees, agents, servants, partners, principals or subcontractors. MDAD shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of M-DCPS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby MDAD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by MDAD arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of MDAD.

11. The parties understand and agree that they are subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA").
12. MDAD represents that all of its employees who provide or may provide services under this Cooperative Agreement have met background check screening requirements. MDAD agrees to submit its corporate policy relating to background screening to M-DCPS.

The parties further agree that failure by MDAD to comply with the County's background screening requirements shall constitute a material breach of the Cooperative Agreement entitling M-DCPS to terminate this Cooperative Agreement

immediately with no further responsibility to perform any other duties under this Cooperative Agreement.

13. MDAD agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further MDAD agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Cooperative Agreement and may result in the termination of this Cooperative Agreement by the School Board.
14. MDAD agrees that it shall maintain a Drug-Free Workplace during the term of this Agreement. MDAD represents and warrants that it currently has or will have prior to services being rendered, a Drug-Free Workplace program.
15. M-DCPS shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Agreement or arising out of the performance of this Agreement. M-DCPS shall provide written notification of the incident together with a copy of the incident report to MDAD within three (3) working days. M-DCPS shall provide written notification to MDAD within seven (7) days if any legal action is threatened and/or filed as a result of such an injury.
16. M-DCPS shall complete an incident report in the event a student or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by, as applicable, an M-DCPS employee or student and M-DCPS has knowledge thereof. M-DCPS shall provide written notification of the incident together with a copy of the incident report to MDAD within three (3) working days. M-DCPS shall provide written notification to MDAD within seven (7) days if any legal action is threatened and/or filed as a result of such an alleged incident.
17. This agreement shall be construed in accordance with federal law and the laws of the State Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

18. The Parties shall provide access to all of their records which relate to this Agreement at its place of business during regular business hours and upon reasonable notice. M-DCPS agrees to comply with all County ordinances and administrative orders relating to Inspector General reviews and audits. The Parties agree to provide such assistance as may be necessary to facilitate their review and/or audit.

NOTICES

All notices or communication under this AGREEMENT by either party to the other shall be sufficiently given or delivered as follows:

In the case of notice or communication to MDAD:

MIAMI-DADE AVIATION DEPARTMENT

Mr. Myles Battle

P.O. Box # 025504

Miami, FL 33102-5504

The School Board of Miami-Dade County, Florida

Attn: Alberto M. Carvalho, Superintendent

1450 N.E. Second Avenue, Suite 912

Miami, Florida 33132

With a copy to:

Miami-Dade County Public Schools

Mr. Will Gordillo, District Director

Division of Special Education

1500 Biscayne Boulevard, Suite 409

Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida

Attn: Walter J. Harvey, School Board Attorney

11450 NE 2nd Ave., Suite 430

Miami, FL 33132

TERM OF AGREEMENT

The term of this AGREEMENT shall be from August 2nd, 2012 through and including June 30th, 2015. Either party hereto may terminate this AGREEMENT at any time by giving to the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, School Board may terminate the AGREEMENT immediately.

Amendments/modifications to this AGREEMENT may be made only in writing by mutual consent of both parties.

Student Release

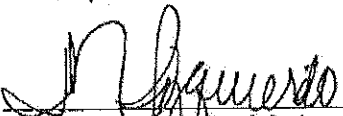
M-DCPS will obtain the signature of each M-DCPS student participating in the work study program at the program site on a waiver and release (a form of which is attached hereto as Attachment A) prior to such participation in the training at the program site. IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their respective and duly authorized officers the day and year first above written.

[Intentionally Left Blank, Signature Page to Follow]

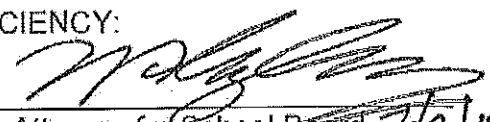
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

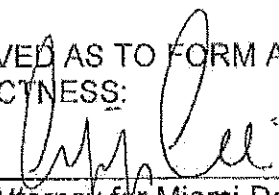
MIAMI-DADE COUNTY

By: 
Superintendent of Schools or (Designee) By: _____
Marie L. Izquierdo

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
Attorney for School Board 7/2/12

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Attorney for Miami-Dade County

REVIEWED AND APPROVED

By: 
Risk Management

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: 
Risk Management